

element, prices for DCS functionality shall be based on TELRIC; prior to the setting of permanent rates, SWBT may charge FCC tariffed rates. *FTA96 §251(c)(3). (MCI)*

8. SWBT must provide subloop elements as unbundled network elements in the following manner. (1) *Distribution*: SWBT must offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end user premises. SWBT is not required to offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end user premises, as a separate unbundled network element. (2) *Feeder*: in the feeder segment of the loop, only the dark fiber and the 4-wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. (3) *Digital Loop Carrier*: the DLC must be offered as an unbundled network element, but SWBT is not required to offer further unbundling of the DLC. The issue of the technical feasibility of further unbundling at the FDI will be a subject of the review of interconnection issues to be conducted by the Commission on June 13, 1997. *FTA96 §251(c)(3). (AT&T, MCI)*

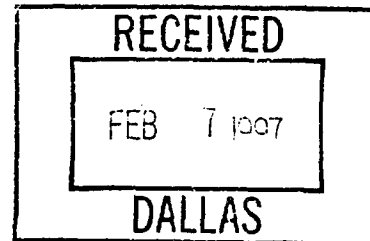
9. SWBT is not required to include in its interconnection agreement with MCI the request stated in MCI Ex. 1 (Cullather Testimony), Attachment III, Section 15.1.2.1. SWBT must offer unbundled local loops with and without automated testing and monitoring services. If an LSP's testing produces incorrect information which results in SWBT dispatching a repair crew unnecessarily, then the LSP must pay SWBT the cost of the unnecessary trip. *FTA96 §251(c)(3). (AT&T, MCI)*

B. INTERCONNECTION/COLLOCATION

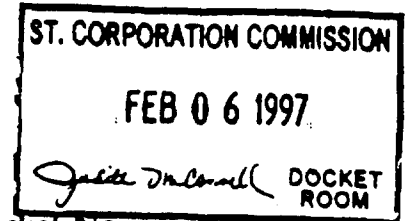
Methods of Interconnection.

10. Where the parties cannot reach agreements regarding space, the determination will be made by a third party engineer. The costs of the engineer's services will be paid jointly by SWBT and the LSP. SWBT must provide collocation at CEVs, huts, and cabinets (1) that serve as remote terminal sites and house SWBT network facilities such as loop concentrators or multiplexers; and (2) house interoffice network facilities, in the following manner: physical collocation must be provided on a first come, first served basis, provided there is space available for collocation and for reasonable security arrangements. If space is not available, SWBT must provide virtual collocation. SWBT is required to permit interconnection of an LSP's copper and coaxial cable only where the LSP can demonstrate that interconnection of its copper/coaxial facilities would not impair SWBT's ability to serve its own customers or subsequent interconnectors. *FTA96 §251(c)(6). (AT&T, MCI)*

THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS



Before Arbitrator: Martha L. Cooper



In the Matter of the Petition by AT&T)
Communications of the Southwest, Inc. for)
Compulsory Arbitration of Unresolved)
Issues with Southwestern Bell Telephone)
Company Pursuant to Section 252(b) of the)
Telecommunications Act of 1996.)

Docket No.
97-AT&T-290-ARB

ARBITRATION ORDER

NOW, the above-captioned matter comes for consideration and determination before Arbitrator Martha L. Cooper, appointed by the State Corporation Commission of the State of Kansas (Commission or KCC). This matter arises under section 252 of the Federal Telecommunications Act of 1996 (the Act), pursuant to which the Commission has the power to appoint arbitrators to hear interconnection disputes between a "requesting telecommunications carrier" as defined by 47 U.S.C. section 153(a)(26) and incumbent local exchange companies as defined under section 251(h) of the Act. Having reviewed the files and being fully advised of all matters of record, the Arbitrator finds and concludes as follows:

BACKGROUND

On November 14, 1996, AT&T Communications of the Southwest (AT&T) filed the above entitled petition for arbitration pursuant to section 252 of the Federal Telecommunications Act.

telecommunications to offer a telecommunications service in the manner the requesting telecommunications carrier intends."

The FCC Interconnection Order at ¶ 331 states:

"we disagree with the premise that no carrier would consider entering local markets under the terms of section 251(c)(4) if it could use recombined network elements solely to offer the same or similar services that incumbents offer for resale. We believe that sections 251(c)(3) and 251(c)(4) present different opportunities, risks, and costs in connection with entry into local telephone markets, and that these differences will influence the entry strategy of potential competitors."

Holding

The Arbitrator holds that AT&T may combine network elements without restriction. In addition, AT&T may not be charged SWBT's retail rate less the applicable resale discount rather than the aggregate rates for the individual unbundled network elements when it recombines unbundled network elements to create a service which SWBT provides at retail.

The Arbitrator agrees with the FCC that the use of unbundled elements rather than the utilization of retail services for resale presents different opportunities, risks and costs, which justifies the differences in prices which may exist.

E. AT&T Issue #37: What Should the Unbundled Network Element Include?

Facts

AT&T requests all capabilities, features and functionality inherent to the UNE that may be used to provide telecommunications services, including local exchange services, intrastate toll services, interstate toll services, intrastate exchange access services, and interexchange access services.

SWBT states that when AT&T purchases UNEs, AT&T can obtain all features and functionality of the UNEs that are currently being offered by SWBT. SWBT then goes into a discussion of how AT&T will be billed.

Law

The FCC Rules at section 51.307 (c) states:

"an incumbent LEC shall provide a requesting telecommunications carrier access to an unbundled network element, along with all of the unbundled network elements features, functions, and capabilities in a manner that allows the requesting telecommunications carrier to provide any telecommunications service that can be offered by means of that network element."

Holding

The Arbitrator holds that AT&T shall be granted all capabilities, features and functionality inherent to the UNE that may be used to provide telecommunications services, including local exchange services, intrastate toll service, interstate toll service, intrastate exchange access services and interstate exchange access services. The Arbitrator bases this ruling on section 51.307(c) of the FCC Rules.

F. AT&T Issue #47: Provision of Technically Feasible Types of Multiplexing/Demultiplexing, Grooming, Digital Cross-Connect Systems (DCS), Bridging, Broadcast, Test and Conversion Features

Facts

AT&T contends that SWBT is required by the FCC to provide the above-referenced services under the same terms and conditions under which SWBT provides such elements to itself. To the extent SWBT provides the services to itself, AT&T alleges, SWBT must provide the same features when and where available.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of AT&T Communications of the)
Southwest, Inc.'s Petition for Arbitration Pursuant)
to Section 252(b) of the Telecommunications Act of) Case No. TO-97-40
1996 to Establish an Interconnection Agreement with)
Southwestern Bell Telephone Company.)

In the Matter of the Petition of MCI Telecommunica-)
tions Corporation and Its Affiliates, Including)
MCImetro Access Transmission Services, Inc., for)
Arbitration and Mediation Under the Federal Tele-) Case No. TO-97-67
communications Act of 1996 of Unresolved Intercon-)
nection Issues With Southwestern Bell Telephone)
Company.)

ARBITRATION ORDER

Issue Date: December 11, 1996

Effective Date: December 11, 1996

Rates for all types of NID interconnection should be based on TELRIC costing principles standard in this proceeding. SWBT shall submit cost studies to the Commission within 45 days.

8. Restrictions on LSP Use of Unbundled Network Elements (UNEs)

Should there be any limitations or restrictions on an LSP's use of UNEs? AT&T and MCI both state they do not intend to utilize facilities for the provision of services in a manner which does not meet industry standards. AT&T and MCI will abide by existing standards, including standards regarding interference, so restrictions on LSP use of UNEs would not be necessary.

The Commission finds that SWBT should not be allowed to impose unnecessary restrictions or limitations on an LSP's use of UNEs. Specifically, there shall be no restrictions or limitations on LSP use of UNEs. Allowing SWBT to impose certain restrictions and limitations on the use of UNEs could be utilized by SWBT as a barrier to competition.

9. Bona Fide Request Process for Additional Unbundled Network Elements

Should there be a bona fide request process for additional UNEs? The parties do not dispute such a necessity. The dispute lies in the time line under which the process should take place. If MCI and AT&T's proposal were approved, there could be occasions when the Commission would have as few as 20 days to rule on the request from receipt of the parties' positions. Such a short period of time would not be sufficient for the Commission to make an informed ruling.

Both AT&T and MCI support the following proposal: (1) SWBT has ten days to accept an LSP's request for further unbundling; (2) if SWBT does not accept the request within ten days, the requesting LSP has ten days in which to file a petition with the Commission seeking its

ARKANSAS PUBLIC SERVICE COMMISSION

IN THE MATTER OF AT&T COMMUNICATIONS)	DOCKET NO. 96-395-U
OF THE SOUTHWEST, INC.'S PETITION FOR)	ORDER NO. <u>5</u>
ARBITRATION OF UNRESOLVED ISSUES WITH)	
SOUTHWESTERN BELL TELEPHONE COMPANY)	
PURSUANT TO §252(b) OF THE)	
TELECOMMUNICATIONS ACT OF 1996)	

ORDER

On November 15, 1996, AT&T Communications of the Southwest, Inc. (AT&T) filed a Petition for Arbitration pursuant to §252(b) of the Telecommunications Act of 1996 (1996 Act), 47 U.S.C. §252(b). In its Petition, AT&T sought compulsory arbitration to establish an interconnection agreement between AT&T and Southwestern Bell Telephone Company (SWBT). AT&T delivered its request for negotiation of an interconnection agreement pursuant to 47 U.S.C. §252(a) to SWBT on June 11, 1996.

On Nov. 22, 1996, the Commission entered Order No. 1, designating Sarah M. Bradshaw, Administrative Law Judge (ALJ), as the arbitrator in this Docket. The Commission scheduled the arbitration hearing to begin on January 21, 1997. The Commission directed that the arbitration be conducted on a final offer basis with the Arbitrator selecting one party's final offer on each issue. AT&T and SWBT submitted their last best offers (LBO) on each of the disputed issues in conjunction with the post-hearing briefs filed on February 10, 1997.

On December 10, 1996, SWBT filed a Response to the Petition of AT&T pursuant to 47 U.S.C. §252(b).

argument is without merit, especially in light of AT&T's testimony that it will provide testing of such facilities. In essence, Mr. Deere could provide no credible reason why it is not technically feasible to provide dark fiber as a UNE as SWBT has been ordered to do in three other states.

From an economic stand point, it appears that unbundling dark fiber would benefit SWBT and its subscribers. With unbundling, AT&T would put the fiber to use and compensate SWBT for that usage.

The ALJ adopts the LBO of AT&T.

9. TO WHAT EXTENT SHOULD AT&T BE PERMITTED TO COMBINE NETWORK ELEMENTS?

AT&T states that there should be no restrictions on its ability to combine network elements. The only difference in the position of SWBT and AT&T on this issue is SWBT's contention that when AT&T combines UNEs to provide a service identical to one offered by SWBT, AT&T should be charged as though it was reselling a SWBT service instead of the rates for the individual UNEs.

The ALJ adopts the LBO of AT&T. The FCC found that the language of 47 U.S.C. §251 (c)(3) "bars incumbent LECs from imposing limitations, restrictions, or requirements on requests for, or the sale or use of, unbundled elements that would impair the ability of requesting carriers to offer telecommunications services in the manner they intend." FCC Order ¶292. SWBT seeks to limit AT&T's use of UNEs by imposing higher rates if AT&T combines UNEs to provide a service SWBT provides. The FCC has found such restrictions contrary to the 1996 Act.

10. SHOULD SWBT BE REQUIRED TO PROVIDE FACILITIES OR EQUIPMENT NECESSARY TO SATISFY A REQUEST FOR UNES THROUGH A SPECIAL REQUEST PROCESS?

The only apparent disagreement between SWBT and AT&T on this issue is the use of the term Bona Fide request by SWBT and AT&T's use of the term Special Request Process. SWBT states that it should be compensated for the effort to process and develop such requests. The ALJ adopts the LBO of AT&T. See Issue No. V (12).

11. SHOULD SWBT PROVIDE ADDITIONAL INFORMATION REGARDING A UNE IF REQUESTED BY AT&T?

See Issue No. V (2).

12. SHOULD AT&T BE ABLE TO CANCEL A NETWORK ELEMENT SPECIAL REQUEST AT ANY TIME?

AT&T maintains that it should be able to cancel such a request at any time and only be responsible for the cost of any additions and/or modifications to SWBT's network as a result of the request. SWBT contends that it should be compensated for any effort to process and develop a Special Request from AT&T which is canceled.

The ALJ adopts the LBO of AT&T. In responding to a Special Request for a UNE, the initial expenses of SWBT are the basic costs of doing business. This is no different from SWBT's preparation of a response to a request from a business customer for a proposal to provide PLEXAR Custom service or preparation of other proposals to provide service to one of SWBT's customers. However, when SWBT incurs expenses for modifications or additions to fulfill a request which is canceled, AT&T should compensate SWBT for its expenses.

13. WHEN SWBT RECEIVES A REQUEST FOR A UNE(S) WHICH DOES NOT HAVE AN

ATTACHMENT 4

04-15-98

FILED

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APR - 8 1997

COURT CLERK'S OFFICE - OKC
CORPORATION COMMISSION
OF OKLAHOMA

APPLICATION OF AT&T COMMUNICATIONS
OF THE SOUTHWEST, INC., FOR AN ORDER
PURSUANT TO SECTION 252(E) OF THE
TELECOMMUNICATIONS ACT OF 1996 AND
OKLAHOMA ADMINISTRATIVE CODE ("OAC")
165:55-17-7 TO APPROVE AN INTERCONNEC-
TION AGREEMENT WITH SOUTHWESTERN BELL
TELEPHONE COMPANY AND FOR AN ORDER
DIRECTING EXECUTION OF THAT AGREEMENT.

000175

CAUSE NO. PUD 970

APPLICATION

AT&T Communications of the Southwest, Inc. ("AT&T") states to
the Commission as follows:

- I. PARTIES:
- | | |
|-----------------|--|
| (a) Applicant: | AT&T Communications of the Southwest, Inc. |
| Address: | 1601 N.W. Expressway
Suite 1220
Oklahoma City, Oklahoma 73118 |
| (b) Respondent: | Southwestern Bell Telephone Company ("SWBT") |
| Address: | One Bell Central
800 North Harvey
Suite 310
Oklahoma City, OK 73102 |

II. ALLEGATIONS OF FACT:

(a) On July 29, 1996, AT&T filed an Application for Arbitration of certain unresolved issues regarding an Interconnection Agreement between AT&T and SWBT in Cause No. PUD 960000218.

(b) On December 12, 1996, the Commission entered Order No. 407704 in Cause No. PUD 960000218 (Arbitration Order), which adopted in part and modified in part the Arbitrator's Report and Recommendations which had been filed with the Commission on November 13, 1996.

(c) The Arbitration Order states at page 5:

Miscellaneous:

"Additionally, since findings in this order are based upon only a portion of the interconnection agreement, the Commission finds that the Commission may modify any position taken in this order, upon its review of the full interconnection agreement, after notice and hearing. The Commission finds that this section is not intended to allow the parties relitigate any issue decided in the arbitration.

Further, the Commission finds that the finding in this arbitration should not have any effect on any common carrier except for SWBT and AT&T."

(d) Since the Commission's Arbitration Order was issued, the parties have worked diligently to prepare a joint Interconnection Agreement ("Agreement") submission. However, not all language has been agreed to and the parties remain unable to finalize an Agreement due to their fundamentally differing views on what specific terms and conditions should be included in the Agreement, consistent with the Arbitration Order. Nevertheless, an Agreement, attached as Exhibit "A", which is incorporated and made a part hereof, contains all of the language the parties could agree upon as well as the disputed or alternative proposed language of AT&T on all outstanding issues, and proposed language of SWBT on those issues that SWBT gave permission to AT&T for inclusion. In many instances, SWBT has requested that AT&T withdraw its proposed language, because SWBT does not believe an issue was arbitrated.

AT&T has deleted the contract language that SWBT insisted on withdrawing. The disputed or alternative language has been highlighted with AT&T's language shown in bold underlined text and SWBT's is shown in bold text for purposes of identification.

(e) The terms and language disputes that remain between the parties are substantial. These differences, in many respects, involve matters that are fundamental to any attempt at successful implementation of the Agreement. The Agreement, readily discloses the nature, number and importance of the provisions that remain in dispute.

(f) Absent resolution of these final matters, AT&T will have an Agreement that will be incomplete and not comprehensive from the perspective of all issues required under § 251 of the Federal Telecommunications Act, as requested by AT&T during the negotiations, and as are necessary to actually implement the Agreement.

(g) AT&T has identified, in Exhibit "B", which is incorporated and made a part hereof to this Application, a matrix containing the terms of the Agreement which remain in dispute and has set forth the reasons the Commission should adopt the language and terms suggested by AT&T.

(h) AT&T hereby requests that the Commission refer this matter to the Arbitrator to resolve all outstanding issues contained in Exhibits "A" and "B".

(i) AT&T hereby requests that the Commission order the parties to include in the Agreement the terms mutually agreed upon and, with respect to each term of the Agreement which remains in dispute, to adopt the language proposed by AT&T.

(j) AT&T hereby requests that the Commission order SWBT to respond to this Application no later than the 25th day of April, 1997.

(k) Finally, because neither the Act nor this Commission has specified the details of how an Agreement adopted by arbitration is to become effective as the Agreement of the parties, AT&T requests that the Commission order each party to designate a representative to sign the Agreement and order those representatives to execute the Agreement in the form adopted and approved by the Commission.

(l) On April 4, 1997, SWBT filed a Motion for Order Appointing Mediator. Although a separate response will be filed in that docket, SWBT's request for a mediator to be appointed should be denied as the request for relief in this Application will resolve all the undisputed issues on a much more timely basis than the request for mediation made by SWBT.

LEGAL AUTHORITY:

47 U.S.C. § 252(e); OAC 165:55-17-7; Oklahoma Corporation Commission Order No. 407704, issued in Cause No. PUD 960000218.

REQUESTED RELIEF:

Wherefore, AT&T requests the Commission to Order the parties to include in their Interconnection Agreement all of the terms and conditions mutually agreed upon as identified in the Agreement attached as Exhibit "A" and, where the language and terms remain in dispute as shown on Exhibit "B", require the parties to adopt the language and terms proposed by AT&T and reject the language and terms proposed by SWSB.

AT&T requests that the Commission refer this matter to the Arbitrator to resolve all outstanding issues as set forth in Exhibits "A" and "B".

AT&T requests the Commission to order that AT&T's resolution for the disputed language be incorporated in the final version of the Interconnection Agreement as set forth in Exhibit "A".

AT&T requests the Commission to required Southwestern Bell Telephone Company to respond to this Application no later than the 25th day of April, 1997.

AT&T further requests that the Commission order the parties to designate an authorized representative to sign the Agreement as adopted and approved by the Commission and direct the Agreement be executed by such designated representative within ten (10) days of the Commission's Order of approval, or, in the alternative, provide that the Agreement is deemed to be in effect and binding upon the parties in all respects five (5) days from the date of the Commission's Order, and for such other relief as the Commission might deem fair, just and equitable.

Respectfully submitted,

WHITE, COFFEY, GALT & FITE, P.C.

Jack P. Fite

Jack P. Fite, OBA #2949
Jay M. Galt, OBA #3220
Marjorie McCullough, OBA #15377
6520 N. Western, Suite 300
Oklahoma City, Oklahoma 73116
Telephone (405) 842-7545
Fax (405) 840-9890

O. Carey Epps, OBA #2746
AT&T Communications of the Southwest
919 Congress, Suite 1500
Austin, Texas 78701
(512) 370-2055

ATTORNEYS FOR AT&T COMMUNICATIONS
OF THE SOUTHWEST, INC.

CERTIFICATE OF MAILING

This is to certify that on the 8th day of April, 1997, a true and correct copy of the above and foregoing Application was mailed, postage prepaid, to:

Roger K. Toppins
Southwestern Bell
One Bell Central
800 N. Harvey, Suite 310
Oklahoma City, OK 73102

John W. Gray
Senior Assistant General Counsel
Oklahoma Corporation Commission
Public Utility Division
2101 North Lincoln Boulevard
Oklahoma City, OK 73105

Mickey S. Moon
Assistant Attorney General
Office of the Attorney General
112 State Capitol Building
2300 North Lincoln Boulevard
Oklahoma City, OK 73105-4894

Jack P. Fite

Jack P. Fite

ATTACHMENT 5

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APR 11 1997

Attachment 5

APPLICATION OF AT&T COMMUNICATIONS
 OF THE SOUTHWEST, INC., FOR AN ORDER
 PURSUANT TO SECTION 252(E) OF THE
 TELECOMMUNICATIONS ACT OF 1996 AND
 OKLAHOMA ADMINISTRATIVE CODE ("OAC")
 165:55-17-7 TO APPROVE AN INTER-
 CONNECTION AGREEMENT WITH
 SOUTHWESTERN BELL TELEPHONE COMPANY
 AND FOR AN ORDER DIRECTING EXECUTION
 OF THAT AGREEMENT.

COURT CLERK'S OFFICE - OKC
 CORPORATION COMMISSION
 OF OKLAHOMA

CAUSE NO. PUD 970000175

MOTION TO DISMISS APPLICATION

Southwestern Bell Telephone Company (Southwestern Bell) moves the Commission for an order dismissing the application filed by AT&T Communications of the Southwest, Inc. (AT&T) in this cause. In support of this motion, Southwestern Bell states as follows:

The application filed by AT&T essentially requests two things: (1) approval of an interconnection agreement, including approval of terms not agreed to between the parties; and (2) resolution of disputed issues by arbitration. As authority, AT&T cites Section 252(e) of the federal Telecommunications Act of 1996 and OAC 165:55-17-7. Such provisions, however, do not empower this Commission to do either of the things requested by AT&T.

Section 252(e)¹ provides that an "interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." By AT&T's own admission, contained in its application, there is no "interconnection agreement adopted by negotiation or arbitration" between AT&T and Southwestern Bell. Although there are many contractual provisions that have been resolved, either through agreement or arbitration, there

¹Adopted by the Commission in its rules in OAC 165:55-17-7.

are many that are still in dispute. The Commission has no jurisdiction or authority under the Act to approve an "agreement" in the manner AT&T requests, i.e., by adopting AT&T's unilaterally submitted language and rejecting language and terms proposed by Southwestern Bell.

As the Commission will remember, AT&T has tried this tactic once before, in Cause No. PUD 970000094, where it sought the approval of an interconnection agreement between itself and GTE Southwest, Inc., even though there were outstanding disputes between those companies. At that time, in its Motion to Dismiss, the Staff noted:

Section 252(e) of the Act envisioned the submission of an interconnection agreement based on either a negotiated agreement or an arbitrated agreement merged with mutually agreed to issues. However, the above entitled cause seeks approval of not only issues resolved by the Commission through arbitration and issues that were agreed to by AT&T Communications of the Southwest, Inc. and GTE Southwest, the cause also seeks resolution of disputed issues. Therefore, the Application is inconsistent with Section 252 of the Act.²

The application filed by AT&T in this cause is similarly defective and should be dismissed.

Nor does the Commission have authority *at this particular time* to conduct an arbitration of disputed items as suggested by AT&T. As the Commission is well aware, from its experience with several arbitrations the past year, Section 252(b) of the Act allows a petition for arbitration to be filed only "[d]uring the period from the 135th to the 160th day

²Motion to Dismiss, Cause No. PUD 970000094, filed February 28, 1997, by Ernest G. Johnson, Director of the Public Utility Division.

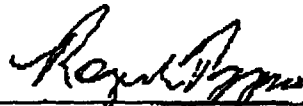
(inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under" Section 252.³ As the Commission knows from the events leading up to the arbitration between AT&T and Southwestern Bell in Cause No. PUD 960000218, negotiations were requested by AT&T on or about March 14, 1996. The arbitration request filed by AT&T in this docket on April 8, 1997, was not filed during the requisite 135-to-160 day period and the application should therefore be dismissed.

Southwestern Bell desires that all disputed issues remaining between it and AT&T be resolved expeditiously. However, this Commission's involvement in such resolution must follow the federal Act and the Commission's own rules. An arbitration of remaining disputed issues must be accomplished in a manner consistent with the federal Act and the Commission's rules.⁴ The procedures suggested by AT&T, and the relief requested by AT&T, in its application do not follow either the federal Act or the Commission's rules. The application should therefore be dismissed.

³This provision of Section 252 has also been adopted by the Commission in its own rules — OAC 165:55-17-7.

⁴For example, if AT&T requested new negotiations immediately following the issuance of this Commission's arbitration decision in Cause No. PUD 960000218, which was issued December 12, 1996, a new arbitration request could fall within the Day 135 to Day 160 period as early as April 28, 1997, and as late as May 21, 1997. If a new request for arbitration was timely filed, it could then proceed according to the provisions of the federal Act and the Commission's rules.

SOUTHWESTERN BELL TELEPHONE
COMPANY



ROGER K. TOPPINS, OBA #15410
800 N. Harvey, Room 310
Oklahoma City, OK 73102
Telephone: (405) 291-6751
FAX: (405) 236-6121

ATTORNEY FOR SOUTHWESTERN
BELL TELEPHONE CO.

CERTIFICATE OF MAILING

This is to certify that on the 11th day of April, 1997, a true and correct copy of the above and foregoing Application was mailed, postage prepaid, to:

Jack P. Fite
White, Coffey, Galt & Fite, P.C.
6520 N. Western, Suite 300
Oklahoma City, OK 73116

John W. Gray
Senior Assistant General Counsel
Oklahoma Corporation Commission
Public Utility Division
2101 North Lincoln Boulevard
Oklahoma City, OK 73105

Mickey S. Moon
Assistant Attorney General
Office of the Attorney General
112 State Capitol Building
2300 North Lincoln Boulevard
Oklahoma City, OK 73105-4894



ATTACHMENT 6



Rian J. Wren
Vice President
Southwest States
LSO

Suite 445
3501 LBJ Freeway
Dallas, TX 75240
214-778-2395

March 14, 1996

Via Hand Delivery

Mr. Stephen Carter
Vice President and General Manager Special Markets
Southwestern Bell Telephone Company
One Bell Center
Suite 410
St. Louis, Missouri 63101

Dear Stephen:

As you know, upon request the Telecommunications Act of 1996 (Act) obligates Southwestern Bell as an incumbent local exchange company to negotiate a significant number of issues which are designed to ensure a user-friendly, procompetitive telecommunications environment. To this end, this letter constitutes AT&T Communications of the Southwest, Inc.'s (AT&T) formal request to begin negotiations with Southwestern Bell as required by Section 252 of the federal legislation. This request pertains to the states of Texas, Missouri and Oklahoma. AT&T stands ready to enter into the discussions necessary to effect prompt implementation of all conditions required by the Act.

AT&T expects these negotiations to be far reaching since they will cover a wide variety of issues such as product and service arrangements, cost-based prices and operational interfaces which effect ordering, provisioning, maintenance, repair, billing, etc. The provisions within the Act which establish potential arbitration processes serve to compress these discussions into a very narrow timeframe. Meeting these constraints will require our mutual best efforts.

If agreeable, I suggest that a preliminary meeting take place beginning at noon on March 19, 1996, at your St. Louis offices, between you, the leadership members of your Southwestern Bell team and the AT&T leadership team. The objectives would include establishing potential schedules and processes, and identifying negotiating teams. After this

leadership meeting, I would propose that the detailed negotiations begin no later than March 26, 1996. I hope to discuss, if appropriate, the establishment of separate negotiation schedules for general issues which will apply to all the above states versus those individual price and terms negotiations which are exclusive to each state. I look forward to working with you concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Wren", written over the typed name.

Brian J. Wren
Vice President
Southwest States
LSO

cc: Mr. Royce Caldwell
Mr. Edward Mueller
Mr. David Cole
Mr. David Lopez
Mr. Horace Wilkins

ATTACHMENT 7